

A.P.B.A. - C.B.F. AGREEMENT

An operating agreement between A.P.B.A. and the Canadian Boating Federation was signed on January 13, 1962. Its principal objectives are to promote better power boat racing in all classes of the sport, and to develop a sound understanding and cooperative international relationship between the two organizations.

The agreement includes reciprocal arrangements for sanctioning joint regattas, recognizing members of the two organizations who may participate in each other's regattas, and other working procedures. The text of the agreement is published herewith. Sponsors contemplating joint APBA-CBF sanctions, and officials of the two organizations likely to be concerned with the procedures, should review the provisions of the agreement. Additional information may be obtained from APBA National Headquarters or from Canadian Boating Federation, 410 rue Victoria, Valleyfield, Quebec, Canada J6T 1B8.

OPERATING AGREEMENT:

This Operating Agreement made the 13th day of January, 1962 and amended December 11, 1977 and amended November 21, 1997 and amended January 25, 2000 by and between American Power Boat Association, a membership Corporation duly organized and existing under and by virtue of the laws of the State of New York and the National Authority of motor boat racing for the United States of America and Canadian Boating Federation, inc. a corporation organized and existing under and by virtue of the laws of Canada and the National Authority for motor boat racing for Canada.

WITNESSETH:

First: The parties hereto mutually agree as follows:

PURPOSE:

Second: This agreement has for its object and purpose the mutual benefit of both signatory organizations, the promotion of better motor boat racing for all classes in the sport, and a sound understanding and cooperative international relationship between the parties hereto.

TERRITORY:

Third: The Canadian Boating Federation Inc. shall at all times retain its status as the National Authority, as defined in the By-Laws of the Union Internationale Motonautique, for power boat racing contests conducted in Canada and in accordance with that status, shall have the right to sanction all and any power boat races in Canada. The American Power Boat Association shall at all times retain its status as the National Authority, as defined in the By-Laws of the Union Internationale Motonautique, for power boat racing contests in the United States of America and its territories and in accordance with that status, shall have the right to sanction any and all power boat races in the United States of America and its territories.

ELIGIBILITY:

Fourth: (A) Canadian drivers who are affiliated with the Canadian Boating Federation Inc. shall not be required to join the American Power Boat Association as racing members. In such case, however, they shall not receive high point awards of American Power Boat Association if they compete in a regatta sanctioned by the American Power Boat Association. American drivers who are affiliated with the American Power Boat Association shall not be required to join the Canadian Boating Federation Inc. as racing members. In such cases, however, they shall not receive high point awards of Canadian Boating Federation Inc. if they compete in a regatta sanctioned by the Canadian Boating Federation Inc. All contestants shall be eligible for advertised prizes, as shown on race circular.

(B) Nothing herein contained shall be construed as any restriction prohibiting American Power Boat Association's drivers from competing in Canadian Boating Federation Inc. sanctioned races not sanctioned by American Power Boat Association. All that shall be necessary is for the American driver to show his current American Power Boat Association card and he shall be eligible to compete in Canadian Boating Federation Inc. regattas whether or not sanctioned by American Power Boat Association.

(C) Nothing herein contained shall be construed as any restriction prohibiting Canadian Boating Federation Inc. drivers from competing in American Power Boat Association sanctioned races not sanctioned by Canadian Boating Federation Inc. All that shall be necessary is for the Canadian driver to show his current Canadian Boating Federation Inc. card and he shall be eligible to compete in American Power Boat Association regattas whether or not sanctioned by Canadian Boating Federation Inc.

(D) American Power Boat Association members in order to be eligible to compete at Canadian Boating Federation Inc. National and Divisional Championships (only applies to single event titles) or to set a Canadian Boating Federation Inc. record, must be members of the Canadian Boating Federation Inc.

(E) Canadian Boating Federation Inc. members, in order to be eligible to compete at American Power Boat Association National and Divisional Championships (only applies to single event titles) or to set an American Power Boat Association record, must be members of the American Power Boat Association.

(F) American Power Boat Association officials at United States sanctioned regattas have the right to discipline Canadian Boating Federation Inc. drivers and Canadian Boating Federation Inc. officials at Canadian sanctioned regattas have the right to discipline United States drivers.

(G) Protest and Appeal procedures will remain consistent with current rulings. The decision of the governing body in the country where the regatta is held shall be final. American Power Boat Association and Canadian Boating Federation Inc., are to notify and abide by each others decisions as to suspended drivers and protests. Each authority shall honor and enforce any disciplinary action taken by the other.

DUAL SANCTIONS:

Fifth: (A) Referees & Inspectors for dual sanctions are to be selected from a current Canadian Boating Federation Inc., American Power Boat Association approved dual-sanction listing of officials eligible for these assignments.

(B) Duplicate Summary Sheets are to be filed in accordance with current rulings of either Canadian Boating Federation Inc. and/or American Power Boat Association regattas. Each organization is to receive one (1) copy of said Summary Sheets.

(C) Should a single contestant be a member of both Canadian Boating Federation Inc. and American Power Boat Association, then said contestant will be awarded points for high point award in both Canadian Boating Federation Inc. and American Power Boat Association.

(D) All contestants are to be equally eligible for advertised prizes as shown on race circular according to overall finishing positions.

(E) Protest and Appeal procedures will remain consistent with current rulings. The decision of the governing body in the country where the regatta is held shall be final. American Power Boat Association and Canadian Boating Federation Inc. are to notify and abide by each other's decisions as to suspended drivers and protests.

(F) When Sponsoring, the American Power Boat Association club shall possess a current club membership in the Canadian Boating Federation Inc.

(G) When Sponsoring, the Canadian Boating Federation Inc. club shall possess a current club membership in the American Power Boat Association.

(H) The setting of American Power Boat Association records, Closed Course and Kilo, may be set in the Territorial Limits of the United States and Canada, provided all APBA prerequisites for setting of a record have been met.

(I) The setting of Canadian Boating Federation Inc. records, Closed Course and Kilo, may be set in the Territorial Limits of Canada and United States, provided that all Canadian prerequisites for the setting of a record have been met.

(J) It is hereby agreed to by both parties that when any event is joint sanctioned by APBA and CBF, both associations will make their best efforts to ensure that any TV production will carry the logos and credits showing the event was sanctioned by both APBA and CBF.

GENERAL:

Sixth: (A) Canadian Boating Federation Inc. Clubs may apply for an American Power Boat Association sanction provided they first have a Canadian Boating Federation Inc. sanction.

(B) American Power Boat Association Clubs may apply for Canadian Boating Federation Inc. sanction provided they first have an American Power Boat Association sanction.

(C) Canadian Boating Federation Inc. Clubs may join American Power Boat Association only after it is a member of Canadian Boating Federation Inc.

(D) American Power Boat Association Clubs may join Canadian Boating Federation Inc. only after it is a member of American Power Boat Association.

(E) Canadian Boating Federation Inc. will sanction a regatta in United States only with the consent of American Power Boat Association.

(F) American Power Boat Association will sanction a regatta in Canada only with the consent of Canadian Boating Federation Inc.

(G) Canadian Boating Federation Inc. liability and participant accident insurance shall cover an American Power Boat Association driver in a Canadian Boating Federation Inc. sanctioned regatta.

(H) American Power Boat Association liability and participant accident insurance shall cover a Canadian Boating Federation Inc. driver in an American Power Boat Association sanctioned regatta.

(I) Notwithstanding any of the above, a racing driver or owner may join Canadian Boating Federation Inc. or American Power Boat Association regardless of where he or she may reside. A racing driver or owner shall not be required to belong to both organizations.

PRIOR AGREEMENTS:

Seventh: This agreement shall supersede any and all prior agreements between the parties.

MODIFICATION:

Eighth: The terms of this agreement may only be modified, altered or changed during the term hereof or any extension thereof by majority consent of those present at a stated meeting of a joint committee consisting of the President of Canadian Boating Federation Inc. and the President of American Power Boat Association and four (4) appointed members of each organization. Such meeting to be at the call of the President of the Canadian Boating Federation Inc. or the President of the American Power Boat Association by giving to the other thirty (30) days notice by mail, with proof of receipt, of such meeting to be held at the headquarters of the Canadian Boating Federation Inc. or the American Power Boat Association setting out the agenda for consideration at the said meeting.

CROSSOVER DUES AGREEMENT:

Ninth:(A) Any member of the Canadian Boating Federation, Inc. can join the American Power Boat Association for a flat annual fee, the amount of which is to be established each year by mutual agreement of the Canadian Boating Federation and the American Power Boat Association. In order to reflect differences in currency exchange rates, all fees will be stated in United States dollars.

(B) Any member of the American Power Boat Association can join the Canadian Boating Federation, Inc. for a flat annual fee, the amount of which is to be established each year by mutual agreement of the American Power Boat Association and the Canadian Boating Federation. In order to reflect differences in currency exchange rates, all fees will be stated in United States dollars.

(C) Canadian citizens must join the Canadian Boating Federation prior to joining the American Power Boat Association. citizens of the United States must join the American Power Boat Association prior to joining the Canadian Boating Federation. (Signed 02-05-2016)

TERM:

Tenth: This agreement shall terminate on the 31st day of January, 2001 but shall be automatically renewed from year to year thereafter unless to the 31st day of January, 2001 or any year thereafter. notification in writing from either party be given at least 60 days prior. In Witness Whereof, the parties hereto have set their hands and seals this 25th day of January, 2000.

Canadian Boating Federation © 2016